

By Dick King, represents

Washington State Liquor Control Board
PURCHASING DIVISION
Olympia, Washington 98504

APPLICATION FOR NEW LISTING

Brand Name _____ Date _____
Type (Bourbon, Scotch, Burgundy, etc.) _____ Size _____

A separate application must be filed for each item submitted to the Board for a new listing, and each application must be accompanied by the following:

1. Enclosed Vendor's Price Quotation form, with every question answered. (Vendor returns all copies. Acknowledgement copy will be returned to vendor.)
2. A copy of federal certificate of label approval.
3. Two copies of the container label.
4. A photograph of the product, if available.
5. A report showing each control state in which the product is listed, the date it was listed in each state, and its sales record, in cases, for each state, by months, during the last twelve months for which figures are available.
6. A similar report for Western open states, if available.
7. A statement on available supply.
8. A report on advertising program to support the brand, including:
 - (a) The proposed advertising program for the first three months after listing, in national and local media.
 - (b) The proposed advertising program for the ensuing six months.
9. A statement containing any additional information you may wish to submit for the Board's consideration.

NOTE: Samples are not requested nor required to apply for new listings. But if samples are submitted for the purpose of negotiating sales, such samples must be delivered or shipped prepaid to the Washington State Liquor Control Board, Attention: Liquor Purchasing Agent, 1025 East Union Avenue, Olympia, Washington 98504. Such samples are to be identified on the cartons and shipping documents as "Samples for the Board." Such samples shall not exceed in quantity that authorized by the United States Bureau of Alcohol, Tobacco and Firearms.

LIQ 590-42-11/79

PLAINTIFF'S EXHIBIT	
CASE NO.	CV04-0360P
EXHIBIT NO.	058

WSA01064

LIQUOR VENDOR'S PRICE QUOTATIONS

Submitted To
WASHINGTON STATE LIQUOR CONTROL BOARD

1. STATE CODE NO. _____
2. a. Price Change _____
b. New Product _____
(check one)

BRAND NAME _____ 4. DATE SUBMITTED _____ 5. EFF. DATE _____
(45 days prior notice)
6. TYPE _____ 7. CLASS _____ 8. AGE OR VINTAGE _____
(Bourbon, Burgundy, etc.) (Whiskey, Wine, Malt Liquor)
9. ALCOHOL CONTENT _____ 10. DOMESTIC OR IMPORTED _____
(Proof, Volume, Weight)
11. DISTILLED OR PRODUCED BY _____ (Firm) (Address)
12. BOTTLED BY _____ (Firm) (Address)
13. DO YOU MARKET THIS SAME PRODUCT UNDER ANY OTHER NAMES/LABELS/PROOFS/AGES? _____ (Yes/No)
14. IF YES, SPECIFY NAMES/LABELS _____
15. SHIPPING POINT _____ 16. F.O.B. POINT _____

FOR CHANGES, PRICE ONLY SIZES LISTED IN WASHINGTON STATE

17. SIZE LETTER DESIGNATION	R	S/B	T/P	F	L	M/K	J/C
18. UNIVERSAL PRODUCT CODE							
19. SIZES (circle appropriate size)	(Under 3 oz.) (50 ml)	(3-9 oz.) (187 ml)-S (200 ml)-B	(10-17 oz.) (375 ml)-T (500 ml)-P	(18-27 oz.) (750 ml)	(28-39 oz.) (1 liter)	(40-79 oz.) (1.5 liter)-M (1.75 liter)-K	(80 oz. & over) (3 liter)-J (4 liter)-C
20. ACTUAL OZ. PER BOTTLE							
21. BOTTLES PER CASE							
22. WEIGHT PER CASE							
CASE PRICE (Indicate Federal Tax Included or In Bond)							
24.							
25. PALLET QUANTITY—CS. PER TIER & TOTAL							
26. a. Last Prev. Quote b. Date							

Previous Retail _____

27. TERMS: (net/discount): _____

29. REPRESENTATIVE FOR THE STATE

28. ARE THE ABOVE CASE PRICES THE LOWEST QUOTED
TO ANY OTHER CUSTOMER, INCLUDING ALL FORMS
OF PROMOTIONAL ALLOWANCES, DISCOUNTS, AND
CREDIT TERMS? _____
(Yes/No)

(Name)

(Address)

NOTE: (a) Please answer every question,
(b) Please prepare in triplicate. Sub-
mit all copies to state. Copy will
be acknowledged.

DO NOT USE THIS SPACE

SUPPLIER NO. _____

BRAND MAIN. _____

SAWS _____

NEW RETAIL EFF. DATE _____

30. WE CERTIFY THAT THE FOREGOING INFORMATION IS CORRECT:

(SUPPLIER NAME)

(Address)

(City, State, Zip Code)

By: _____ Title _____

See W.S.L.C.B. Conditions of Purchase on reverse side

CONDITIONS OF PURCHASE

- (1) Title to merchandise ordered by the Washington State Liquor Control Board does not pass to the Board until acceptance of delivery by the Board.
- (2) Merchandise ordered will be received subject to the right of the Board to make tests and inspections thereof at any time, and the Board reserves the right at any time to reject such merchandise if, upon tests and inspections, the merchandise does not conform to requirements. Upon rejection by the Board, ownership of such property shall automatically vest in vendor.
- (3) Merchandise may be returned in full cases for "ordinary and usual commercial reasons" in accord with F.A.A. regulations, and will be accepted by vendor who shall immediately reimburse the Board the full invoice cost plus an additional amount fixed by the Board as reimbursement for its expense in shipping same to and from its stores and warehouses.
- (4) Prices of merchandise ordered by the Board do not exceed the lowest prices f.o.b. distillery, winery, or supplier's other shipping point, whichever is less, offered to and paid by any other customer for the same merchandise anywhere in the United States regardless of the size or type of customer; and the Board is being allowed the same quantity discounts, cash rebates, and all other forms of discounts and allowances as are offered any other customer in the United States for the same merchandise.
- (5) Should a lower price be offered or given to any purchaser during the period this price is effective, the Board will be refunded the difference on all purchases.
- (6) Merchandise ordered by the Board is not sold under any other brand name of similar class nor at any lower price except as hereinafter noted. If so sold, give full details.
- (7) If vendor changes his formula, age, proof or labelling on a brand for the purpose of effecting a lower price elsewhere, he will offer the Board the merchandise with the changed formula, age, proof or labelling at the resultant decrease in price or, failing in this, will offer the Board the merchandise currently being sold to it at the lower prices reflected by the changes above stated.
- (8) Vendor warrants all merchandise to be fit for beverage purposes and free from defects, that it will not infringe on any patent, trademark, copyright or franchise, and that the alcoholic beverages, containers, and labels covered hereby, conform to the standards of identity, standards of fill and labeling requirements of the F.A.A. and the Board. After the type of package and labels submitted are approved by the Board, no changes shall be made without prior approval of the Board.
- (9) Vendor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex or age, and upon satisfactory evidence of such discrimination the Board may cancel said contract.
- (10) Vendor agrees to protect the Board against all claims, suits, or proceedings arising from the purchase or use of the merchandise herein and to assume all expenses and damages arising from such claims, suits, or proceedings.
- (11) Shipments of merchandise are subject to conditions in vendor's specifications currently on file with the Board, Shipping Instructions—Via Rail and Auto Freight (LIQ 463-42), and Shipping Instructions—Water Shipments Direct Import (LIQ 464-42), obtainable from the Board upon request.
- (12) Time of delivery is of the essence and if shipment cannot be made by date specified, immediate notification is required. Board reserves the right to cancel all or any part of merchandise ordered if shipment is not made when and as specified. Vendor assumes responsibility for delay notwithstanding the cause.